

Issued: Date XX, 2021

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Competitive Local Exchange Telecommunications Services

This

South Carolina P.S.C. Tariff No. 2

Contains Terms, Conditions, Rates and Charges

For

Competitive Local Exchange Telecommunications Services

in the State of

South Carolina

within the operating territory of

CenturyTel Broadband Services, LLC

whether offered under that name, or the trade or brand name

CenturyLink or Lumen

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Competitive Local Exchange Telecommunications Services

1. Application and Reference

1.1 Application of Tariff

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by CenturyTel Broadband Services, LLC, hereinafter referred to as the Company, between and among points within the State of South Carolina with principal offices at 100 CenturyLink Dr., Monroe, LA 71203. The regulated and tarified services offered herein by CenturyTel Broadband Services, LLC, whether under that name, or the trade or brand name CenturyLink or Lumen, are subject to the terms and conditions of this Tariff.

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1. Application and Reference

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1. Application and Reference

1.3 Explanation of Change Symbols

- | | |
|-----|---|
| (C) | To signify changed term or condition |
| (D) | To signify discontinued material |
| (I) | To signify rate increase |
| (M) | To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present |
| (N) | To signify new material |
| (R) | To signify rate reduction |
| (T) | To signify a change in text but no change in rate, term or condition |
| (Z) | To signify a correction |

1.4 Trademarks, Service Marks and Trade Names

The following list of trade names, trademarks and/or service marks which may be used for services offered in this Tariff are owned by Lumen Technologies, Inc. or a subsidiary of Lumen Technologies, Inc. and are used by the Company with express permission. Trademark and service mark designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks are applicable.

Trade names, trademarks and service marks that are owned by Lumen Technologies, Inc. or a subsidiary of Lumen Technologies, Inc. cannot be used by another party without authorization.

Service Mark/Trademark:

CenturyLink®
Lumen®
Lumen Technologies®

Trade Name:

CenturyLink
Lumen

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.1 Definitions

Accessories - Devices which are mechanically attached to, or used with, the facilities furnished by the Company, and which are independent of, and not electrically, acoustically, or inductively connected to, the communications path of the telecommunications system.

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

Central Office - An operating office of the Company where connections are made between telephone exchange lines.

Central Office Line - A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

Commission - Refers to the South Carolina Public Service Commission.

Company - Used throughout this Tariff to refer to CenturyTel Broadband Services, LLC, unless otherwise clearly indicated by the context.

CPE - See "Customer Premises Equipment."

Customer or Subscriber - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Customer Premises Equipment (CPE) - Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Customer-Provided Equipment (CPE) Telecommunication devices, equipment, and associated wiring located on the customer's side of the protector/Standard Network Interface (SNI).

Deposit - Any payment held as security for future payment or performance to be returned after the customer establishes a record of satisfactory credit.

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2. General Regulations

2.1 Definitions (Cont'd)

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (DTMF) - -The pulse type employed by tone dial station sets.
(Touch tone)

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another customer.

Exchange - -An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Exchange Access Line -- A central office line furnished for direct or indirect access to the exchange system.

Exchange Service - The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Final Account - A customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service - The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Grandfathered Service - Service that is no longer offered to new applicants but may continue for existing customers who had the service prior to a specific date.

ICB - Individual Case Basis or Individual Contract Basis.

Interface - That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

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2. General Regulations

2.1 Definitions (Cont'd)

InterLATA - Communication between two different LATAs.

Interruption - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

IntraLATA - Communication within a Local Access Transport Area (LATA).

Link - The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Call - A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Local Service - Telephone exchange service within a local calling area.

Loop Start - Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

Loops - Segments of a line which extend from the serving central office to the originating and to the terminating point.

Move - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

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2. General Regulations

2.1 Definitions (Cont'd)

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service - Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of South Carolina.

NOC - Not Offered Currently

Nonrecurring Charges (NRC) - The one-time charges for services or facilities, including but not limited to charges for construction, installation, administrative or special fees, for which the customer becomes liable at the time the Service Order is made or executed.

On-Net - Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

Port - A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

Private Branch Exchange Service - Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

Rate Center - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Recurring Charges (MRC) - The monthly charges to the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Address - The service address is the location where the customer receives the Company provided service.

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2. General Regulations

2.1 Definitions (Cont'd)

Service Commencement Date - The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. A customer may not unreasonably refuse to accept service.

Service Order - The written request for dedicated services executed by the customer and the Company in the format devised by the Company. The signing of a Service Order by the customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a customer use the Company's local exchange dedicated service without an executed Service Order, the Company will then request the customer to submit a Service Order.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several customers.

Standard Network Interface - The point of connection between the customer and the Company's services which are located at the customer's premises at a place deemed necessary by the Company in order to insure transmission quality and which is readily accessible to the customer.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

Termination Charge - The nonrecurring charge applicable when an agreement for service is terminated by the customer before the expiration of the minimum agreement period.

Toll Call - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

User - A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.1 General

2.1.2 Scope

- A. The Company undertakes to provide the services offered in this Tariff under the terms and conditions and at the rates and charges specified.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services, which it provides.
- C. The Company reserves the right to limit use of facilities, when necessary, due to a shortage of facilities or other cause beyond the Company's control.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.
- E. Service will be provided where facilities, ordering and billing capabilities, and the resale of necessary underlying network elements are technologically available and operationally and/or economically feasible. The furnishing of service under this Tariff is subject to the continuing availability of all necessary facilities.

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2. General Regulations

2.2 Establishing And Furnishing Service

2.2.1 Application For Service

A. General

The Company will accept an oral or written application from a Customer requesting to obtain service, or additions to or changes in the existing service of such Customer. The Customer will also be required to execute any other documents as may be reasonably requested by the Company. An applicant for service agrees to pay all charges against such service made in accordance with the provisions of the Tariffs.

An application is merely a request for service and does not in itself bind the Company to provide service.

An applicant for service must pay all previous indebtedness to the Company for telephone services before service will be furnished.

If telephone service is established and it is subsequently determined that either condition in d. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

B. Refusal

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied. The Company may refuse to furnish or may deny service to any person, business or entity on whose premises exists any telecommunications related facility which shows any evidence of tampering, manipulating, or operation, or use of any device whatsoever, for the purpose of obtaining service without payment of the charges applicable to the service rendered. The Company may refuse to offer service where, in the Company's judgment, a service cannot reasonably be made available to a customer.

The Company may refuse to furnish service to any applicant for delinquency of a previous occupant of the premises to be served if the previous occupant shall benefit from such new service, or if the new occupant shall benefit from such old service; regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

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2. General Regulations

2.2 Establishing And Furnishing Service

2.2.1 Application For Service (Cont'd)

C. Cancellations and Deferments

When the Company advises a customer that ordered services are available on the requested due date and the customer is unable or unwilling to accept service at that time, the facilities will be held available for the customer for a 30 calendar day grace period. If after 30 calendar days the customer still has not accepted service, the customer will be contacted and regular monthly billing for the ordered service shall begin if the customer requests that facilities continue to be held for their future use. Otherwise, the facilities will be released for other service order activity, and cancellation charges (nonrecurring charges that would have applied had the service been installed) shall be applied.

When service has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for the period of the delay. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and facilities are canceled in whole or in part prior to completion of the request, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.

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2. General Regulations

2.2 Establishing And Furnishing Service

2.2.1 Application For Service (Cont'd)

D. Initial Service Periods

Except as otherwise provided, the initial (or minimum) period for all services and facilities is one month at the same location.

The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

E. Business Customers

Business rates apply whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates apply for:

1. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other places of strictly business nature.
2. Any location where a business designation is provided or when any title indicating a trade, occupation or profession is listed.
3. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.

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2. General Regulations

2.2 Establishing And Furnishing Service

2.2.1 Application For Service (Cont'd)

F. Contracts

Contracts for telecommunications service will not be required as a special condition to service except:

1. As may be required by regulations as set forth in the regular schedule of rates and regulations approved or accepted by the Commission.
2. In the case of temporary service or service to speculative projects or risk services, in which case a contract may be required for the period of time such service is required.
2. Rates for special pricing arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service(s) offered under this Tariff. Rates quoted in response to competitive requests may be different than those specified for such in this Tariff.

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2. General Regulations

2.2 Establishing And Furnishing Service (Cont'd)

2.2.2 Obligation To Furnish Service

- A. Facilities and lines furnished by or through the Company on the premises of a customer, authorized user or agent of the customer are the property of the Company and are provided upon the condition that such facilities and lines must be installed, relocated, rearranged and maintained by the Company, and that the Company's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes, or upon termination or cancellation of the service, to remove such facilities and lines.
- B. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.
- C. The Company's obligation to furnish service or to continue to furnish service is dependent on the customer's prompt payment record with the Company and its actual payments for existing service. For a new customer, it is based on credit worthiness, which will be determined in an equitable and nondiscriminatory manner.

2.2.3 Limited Communication

The Company reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

2.2.4 Payment Arrangements

The customer is responsible for payment of all charges for services furnished by the Company to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public

2.2.5 Provision And Ownership Of Telephone Numbers

The Customer has no property right in the telephone number or any right to continuance of service through any particular office. The Company may change the telephone number or the central office designation, or both, of a Customer whenever it is deemed desirable in the conduct of its business.

The numbers will not be changed as a penalty or to enforce payment for directory advertising charges. Changes may be made if required for engineering or technical reasons.

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2. General Regulations

2.2 Establishing And Furnishing Service (Cont'd)

2.2.6 Provision And Ownership Of Directories

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff.

The Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the Company free and harmless of any claims, loss, damage or liability which may result from the use of such listing. The Company does not undertake to determine the legal, contractual or other right to use of a name to be listed in a telephone directory of the Company.

The Company, in contract with the directory provider, distributes to its Customers without charge such directory information which in its opinion is generally necessary for the efficient use of the service. Any additional directories or information requested by a Customer will be furnished without additional charge where, in the opinion of the Company, such provision will lead to a more efficient use of the service by that particular Customer.

Directories are regularly furnished to Customers as an aid to the use of telephone services. The Company shall have the right to charge for directories issued in replacement of directories lost, destroyed, defaced, or mutilated while in possession of Customer.

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2. General Regulations

2.2 Establishing And Furnishing Service (Cont'd)

2.2.7 Termination Of Service

A. Initial Service Periods

1. The initial service period for service and facilities is one month (30 days), except as otherwise specified.
2. Initial service periods for service or facilities of any class will be greater than those specified herein whenever that is required in order for the Company to protect itself from making an unwarranted investment because the customer's location or the character of the service required is such that upon termination of the customer's contract the facilities which have been constructed or installed to render the service are not likely to be useful for furnishing service to any other customer.
3. Service may be terminated prior to the expiration of the initial service period upon payment of all charges due for service which has been furnished plus the termination charges as specified in this Tariff, or in the terms of the service agreement. In the case of service for which the initial period is one month, the charges due are for the balance of the month.

B. Customer Initiated

Customers are responsible for notifying the Company of their desire to discontinue service prior to the requested date of disconnection. Customers may cancel service verbally or in writing. Customers who cancel their primary local exchange line will have the entire account disconnected, including any secondary line and all associated features and services. Except as may be otherwise specified elsewhere in this Tariff for a particular service, there will be no pro-ration of monthly recurring charges when a Customer cancels service. The company shall hold the customer responsible for payment of all other charges which accrue up to the cancellation date.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.2 Establishing And Furnishing Service (Cont'd)

2.2.8 Termination Of Service – Company Initiated

A. The Company may terminate service, with notice, for the following reason:

1. Nonpayment

a. Any sum due the Company beyond the payment due date.

B. The Company may disconnect without notice for the following reasons:

1. Fraudulent Service

If the Company determines service was obtained fraudulently or without the authorization of the Company or is being used for, or suspected of being used for, fraudulent purposes.

2. If a safety condition exists that is immediately dangerous or hazardous to life, physical safety, or property.

3. Upon order by an appropriate court, the Commission or any other duly authorized public authority.

4. If service, having been properly disconnected, has been restored by someone not authorized by the Company and the original cause for disconnect has not been cured.

5. Violation of any Commission rule or effective tariff(s) that may adversely affect the safety of any person or the integrity of the Company's service.

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2. General Regulations

2.2 Establishing And Furnishing Service

2.2.8 Termination Of Service – Company Initiated

B. (Cont'd)

6. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the Company's service.
7. Failure of the customer to permit the Company reasonable access to its facilities or equipment.

C. Nonrecurring Charge For Restoration of Service

A reconnection fee per occurrence may be charged when service is re-established for customers who have been suspended for non-payment and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer's premises visit is required, an additional fee may be charged.

2.2.9 Special Services

A. Work On Customer's Premises

It is contemplated that all work on customers' premises can be performed during regular working hours. If a customer requests that work be performed during hours which results in overtime or premium rates of pay, a charge may apply in addition to other rates and charges which may be applicable, based on the amount of overtime or premium time required, as determined on an individual case basis.

It is also contemplated that all installation, removals, service connections, moves and changes requested by a customer be performed without the Company incurring unusual costs. If a customer requests that work be performed in a special manner or at a special time which results in unusual costs, a charge equal to the amount of unusual costs may apply in addition to other applicable rates and charges, as determined on an individual case basis.

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2. General Regulations

2.2 Establishing And Furnishing Service

2.2.9 Special Services (Cont'd)

B. Special Arrangements

1. The rates and charges quoted in this Tariff contemplate the use of standard arrangements, that is, the arrangement normally used by the Company to provide the type of service involved.
2. For special service arrangements to be provided by this Company, and not specifically covered in this Tariff, including but not limited to services, features, and combinations of services and features not normally offered or combined, monthly rates and the one-time charges, such as installation, nonrecurring and construction charges will apply based on the circumstances in each case.
3. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period longer than one (1) month at the same location.
4. The rates, terms and conditions for these Special Arrangements will be established on an individual case basis.

C. Individual Case Basis

In lieu of the rates otherwise set forth in this Tariff, rates and charges including installation, special construction and recurring charges for Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the customer. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts. Special pricing arrangement rates or charges will be made available to similarly situated customers on equal terms and conditions.

The Company will maintain records of its ICB contracts for Commission or ORS review upon request.

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2. General Regulations

2.3 Payment For Service

2.3.1 Customer Responsibility

The customer is responsible for payment of all charges for facilities and services furnished to the customer, including charges for services originated, terminated, or accepted, at such facilities. This Customer responsibility also includes charges associated with the fraudulent use of services by the Customer or any end users of the Customer.

A. Charges Due

Charges for local exchange service and facilities are billed in advance. Payment is due as required by statute or state administrative rules. All bills are payable by any means mutually acceptable to the customer and the Company. Failure to receive a bill does not exempt the customer from prompt payment of their account. The customer is held responsible for all charges for local exchange service and facilities furnished at the customer's request.

The Company shall utilize credit policies and reasonable and equitable methods in its debt collection practices as specified by state and federal government regulations.

2.3.2 Payment Of Bills

A. Charges Due

Any prorated bill shall use a thirty-day month to calculate the prorated amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

B. Returned Payment Charge

The Company may assess a returned payment charge for each occasion that a check, bank draft, or an electronic funds transfer is returned to the Company for the reason of insufficient funds or no account. The charge shall not exceed that allowable by applicable state law as contained in S. C. Code Ann. 34-11-70.

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2. General Regulations

2.3 Payment For Service

2.3.2 Payment Of Bills (Cont'd)

C. Late Payment Charge

1. Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. A maximum of one and one half percent (1 1/2%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be in lieu of any other penalty. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed.
2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.

D. Notice of Suspension

In the event it becomes necessary for service to be discontinued to a customer for nonpayment, a written notice, in accordance with state rules or laws, will be given advising the customer of the amount due and the date by which the same must be paid. If the customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all of its equipment from the customer's premises.

2.3.3 Customer Deposits And Advance Payments

A. Credit

The Company, in order to assure payment by the Customer of charges for service or for loss of or damage to Company property, will require applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this section shall not relieve the applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

In order to insure the payment of all charges due for its service, or for loss of or damage to Company property, the Company may require any applicant or Customer to establish and maintain credit by providing information pertinent to the applicant's credit standing. Telephone Customer credit information will be exchanged between telephone companies and other utilities. Customer credit information will be retained for three years.

If an applicant for service is unable to provide satisfactory credit information, the Company may refuse to provide service unless the Customer agrees to handle payments through a commercial credit card arrangement acceptable to the Company.

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2. General Regulations

2.3 Payment For Service

2.3.3 Customer Deposits And Advance Payments (Cont'd)

B. Deposits

1. Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to provide a deposit to the Company, pursuant to the provisions in state rules. The deposit will bear interest, as required or allowed by state laws or regulations.
2. The Company may require from any customer or from any prospective customer, a deposit intended to guarantee payment of bills for service, if any of the following conditions exist:
 - a. The customer's past payment record to a telephone utility shows delinquent payment practice, i.e., customer has had two (2) consecutive 30-day arrears, or more than two (2) nonconsecutive 30-day arrears in the past twenty-four (24) months, or has been sent four (4) or more late payment notices in the past nine (9) months or
 - b. A new customer cannot furnish either a letter of good credit from a reliable source or an acceptable cosigner or guarantor on the same system within the State of South Carolina to guarantee payment, or
 - c. A customer has no deposit and presently is delinquent in payments, i.e., customer has had two (2) consecutive 30-day arrears, or more than two (2) nonconsecutive 30-day arrears in the past twenty-four (24) months, or customer has been sent four (4) or more late payment notices in the past nine months, or
 - d. A customer has had his service terminated for nonpayment or fraudulent use.
3. The payment of a deposit shall in no way relieve the applicant or customer from complying with the Tariff rules and regulations for the prompt payment of bills on presentation.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.3 Payment For Service

2.3.3 Customer Deposits And Advance Payments

B. Deposits (Cont'd)

4. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) bill. For an existing customer who does not at that time have a deposit with the telephone utility, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months. All deposits may be subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer.
5. Interest at the rate of three and one-half (3.5) percent per annum on deposits is allowed to the subscriber during the continuance of the deposit. If held until discontinuance, such deposit and accrued interest, less any and all amounts then due, is upon such discontinuance returnable to the subscriber.
6. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation, nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

C. Advance Payment

To safeguard its interests, the Company may require the customer to make an advance payment before services and facilities are furnished. The amount of the advance payment will be determined on a case by case basis and will conform to applicable commission regulations.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.3 Payment For Service (Cont'd)

2.3.4 Billing Disputes

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff.

If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Office of Regulatory Staff (ORS) at the address and telephone number specified below, for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim with the ORS within ten calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such claim must be made or service will be interrupted.

This division can be reached at 1-800-922-1531 or 803-737-5230 between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday. Their mailing address is:

Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201

You may also visit their website at <http://www.regulatorystaff.sc.gov>

The Company will not disconnect the Customer's service for nonpayment as long as the Customer complies with b. and c. above.

After the investigation and review are completed by the Company as noted in A. above, if the Customer elects not to make a claim with the ORS, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within ten calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.4 Liability Of The Company

2.4.1 Limitations

- A. Services are offered subject to the availability of facilities and the provisions of this Tariff.
- B. The customer may not assign or transfer the use of services provided under this Tariff without the prior written consent of the Company.
- C. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- D. The customer has no property right in the telephone number nor any right to continuance of service through any particular Central Office (CO), and the Company may change the telephone number or CO designation of a customer whenever it considers it desirable in the conduct of its business.
- E. Service is furnished to the customer for use only by the customer or by employees or representatives of the customer or by other users authorized by the customer.
- F. When the general service to the public is impaired or in the Company's opinion is reasonably likely to be impaired by a customer's use of exchange service, the Company shall have the right to require the customer to contract for and properly maintain as many additional access lines as are needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.4 Liability Of The Company (Cont'd)

2.4.2 Service Liabilities

- A. The Company shall be indemnified and held harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by the Company.
- B. The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- C. The Company shall not be liable for any personal injury, or death of any person or person, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause which is not the direct result of the Company's gross negligence or willful misconduct.
- D. Except as otherwise provided herein, no liability for indirect, incidental or consequential damages shall attach to the Company, its agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customer or users of the service or facilities) in the absence of willful and wanton conduct or gross negligence, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.
- E. The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other telecommunications carriers or service providers, and any law, order, regulation or other action of any governing authority or agency thereof.
- F. The Company shall not be liable to a customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.4 Liability Of The Company

2.4.2 Service Liabilities (Cont'd)

- E. The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other telecommunications carriers or service providers, and any law, order, regulation or other action of any governing authority or agency thereof.
- F. The Company shall not be liable to a customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.
- G. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- H. Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to customer's, customer's end user's or customer's third-party provider(s)' acts, omissions (including the failure to purchase or implement features that enable the receipt and transmission of direct-dial "911" calls or multi-line telephone system notifications), or failures of connectivity that impede, prevent or otherwise make inoperable the ability of the customer or its end users to directly dial "911" or to receive or transmit multi-line telephone system notifications, as required by law, in the United States.
- I. Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that cause, give rise to or bring about the non-compliance of the service with any applicable law, including the failure to purchase or implement features that enable compliance with laws.

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2. General Regulations

2.4 Liability Of The Company

2.4.2 Service Liabilities (Cont'd)

- J. Unauthorized Access and Hacking: Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

K. Claims

1. The Customer or authorized user shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement and proprietary or intellectual property rights of third parties arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer or authorized user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any Commission or omission by the Customer or authorized user in connection with the service. In the event that any such infringing use is enjoined, the Customer or authorized user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or authorized user shall defend, on behalf of the Company and upon request by the Company, any suit brought for claims asserted against the Company for any slander, invasion of privacy, libel, infringement, or other claims arising from the Customer's own communications.
2. The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.4 Liability Of The Company

2.4.2 Service Liabilities (Cont'd)

L. Unusual Risk

1. In the event an application for service asks for installation of service under circumstances which present an unusually high risk of loss or damage to either the Company, its employees or property, or to the applicant's person or property; the Company may require written agreement by the applicant, as a condition of proceeding, that the applicant hold the Company harmless for any loss or damage resulting from, or in lieu thereof the Company may require the applicant to take such action as is necessary to bring the risk of loss or damage to normal level.
2. The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.4.3 Directory Error And Omissions

- A. No liability for damages arising from errors or omissions of non-chargeable directory and/or "Information" listings shall be attached to the Company. In the case of chargeable listing, the liability of the Company shall be limited to and satisfied by a refund or credit at the monthly rate for each chargeable listing for each billing period during which the error or omission continues. In accepting listings as prescribed by applicants or subscribers, the Company will not assume liability for the result of their publication in its directories, nor will the Company be a party to controversies arising between subscribers or others as a result of listings published in its directories.
- B. The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the customer or any other person, caused or claimed to have been caused directly or indirectly by the publication of a non-published telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a non-published number, the Company will, at the Customer's request, change the number without charge and refund any non-published number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, non-published information is defined to include the name, address and telephone number of non-published Customers.

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2. General Regulations

2.4 Liability Of The Company

2.4.4 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- B. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.
- C. The Company may require a Customer to immediately cease its transmission of signals if said transmission is causing interference to others.
- D. A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- E. A Customer or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other and shall not be deemed to constitute a partnership or agency agreement.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.4 Liability Of The Company

2.4.5 Interruption Of Service

- A. After an interruption or outage of local service of more than 24 hours, the Company shall refund a portion of the monthly charge for the number of days without service.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- D. Exceptions to Credit Allowance

The allowance described preceding is not applicable and no credit allowance will be made for:

- interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- interruptions due to the failure or malfunction of non-Company equipment;
- interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
- interruption of service due to circumstances or causes beyond the control of Company.

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2. General Regulations

2.5 Responsibilities Of The Customer

- A. Damage or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer or authorized user, or the non-compliance by the Customer or authorized user with these regulations, or by fire or theft or other casualty on the premises of the Customer or authorized user unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- B. Providing, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company services or underlying facilities and equipment installed on the premises of the Customer or authorized user and the level of heating and air conditioning necessary to maintain the proper environment on such premises.
- C. Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide service to the Customer or authorized user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with obtaining and maintaining the rights of way described herein, including the costs of altering the structure to permit installation of the Company or underlying carrier provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- D. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company.

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2. General Regulations

2.5 Responsibilities Of The Customer (Cont'd)

- E. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services or equipment of the Company.
- F. Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- G. Keeping the Company's and its agents, contractors, and vendors equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.
- H. A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- I. A Customer or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other and shall not be deemed to constitute a partnership or agency agreement.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.5 Responsibilities Of The Customer (Cont'd)

J. Multi-Line Telephone Systems

1. Pursuant to 47 CFR §9.16(b)(1) and (2), multi-line telephone systems connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to:

- allow an end user to directly initiate a "911" call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and
- provide MLTS notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

MLTS notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 2.4.2.H.

2. Pursuant to 47 C.F.R. § 9.16(b)(3), a person engaged in the business of installing MLTS may not install such a system in the United States unless it is configured such that it is capable of being programmed with and conveying the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, to the PSAP with 911 calls consistent with the requirements below. A person engaged in the business of managing or operating MLTS may not manage or operate such a system in the United States unless it is configured such that the dispatchable location of the caller, as defined in 47 C.F.R. §9.3, is conveyed to the PSAP with 911 calls consistent with the following requirements:

- On-premise fixed telephones associated with a MLTS must provide dispatchable location by January 6, 2021;
- No later than January 6, 2022, on-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update or on alternative location information as defined in 47 C.F.R. § 9.3;

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.5 Responsibilities Of The Customer

J. Multi-Line Telephone Systems

2. Pursuant to 47 C.F.R. § 9.16(b)(3)... (Cont'd)

- No later than January 6, 2022, off-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update, or enhanced location information which may be coordinate based and consisting of the best available location that can be obtained from any available technology or combination of technologies at reasonable cost.
- Additionally, providers of fixed telephony services shall provide automated dispatchable location with 911 calls beginning January 6, 2021 pursuant to 47 C.F.R. § 9.8. Providers of interconnected VoIP service must comply with the location requirements under 47 C.F.R. § 9.11(b)(iv) for non-fixed services as of January 6, 2022. Customers to DID Service capable of accessing 911 emergency services shall be responsible for providing automated dispatchable location information as defined in 47 C.F.R. § 9.3 and for maintaining the accuracy of that information for fixed services as of January 6, 2021 and for non-fixed services where technically feasible as of January 6, 2022.
- Customers, particularly private switch owners, private branch exchange owners, and customers of DID service, may need to purchase additional features or services to comply with the dispatchable location provisions of RAY BAUM's Act. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.
- Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 2.4.2.I.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.6 Special Taxes, Fees And Surcharges

- A. Any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its local exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company, or may require collection of such taxes, fees and charges by the Company.

B. State Universal Service Assessment

The Telephone Company will assess a fee to support Universal Service in South Carolina. This fee will be a percentage of the regulated end user retail revenue. It is in addition to the monthly access line rates in this Tariff.

2.7 Assignment Or Transfer

All service provided under this Tariff is directly or indirectly controlled by the Company, and the customer may not transfer or assign the use of service without the express prior written consent of the Company. All terms and conditions contained in this Tariff and any other contract between the Company and the customer shall apply to all such permitted transferees or assignees. Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for in either of two (2) ways:

- (1) If the new subscriber, fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations there under, future bills are then rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
- (2) If the new subscriber does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective. The service order charge as specified in Section 3 of this Tariff shall apply.

Under either method of transfer the reassignment of the old telephone number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new subscriber, and when in the judgment of the Company a change in the telephone number is not required.

When a relationship does exist, business or otherwise, between the old and new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.

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Competitive Local Exchange Telecommunications Services

2. General Regulations

2.8 Network Interface Device

The Network Interface Device or NID provides an interface or demarcation point for the connection of the customer premises inside wire and consists of a miniature modular standard jack and is provided as part of the Exchange Access Line. The NID will be installed at the customer's premises at a location determined by the Company which is accessible to the customer. The normal location of the standard NID would be in close proximity to the protector or equivalent where the Company facilities enter the customer's premises, wherever practicable.

Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, within a customer's premises that extends between the termination of the Exchange Access Line and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the Exchange Access Line.

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Competitive Local Exchange Telecommunications Services

3. Service Charges

3.1 Nonrecurring Charges

3.1.1 Description

A nonrecurring charge is a one-time charge associated with a given service or item of equipment made under certain conditions to customer-initiated requests to install, move, or change telephone service.

Service-specific nonrecurring charges found in other sections of this tariff may also apply in addition to, or in lieu of, the charges specified in this section.

Nonrecurring charges for resold services may be priced according to the Nonrecurring charges established for such Services in the underlying carrier's effective intrastate tariff, price list, local terms of service, rate schedule or guide book.

3.1.2 Terms and Conditions

A. Service Charges apply as follows:

1. A Service Implementation Charge applies:

- to new service orders,
- to orders to move telephone service from one location, address, suite, or premise, to another,
- for the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for (restoration of service) and
- when, after disconnection of service, service is later re-established.

2. A Service Order charge applies

- to establish or change billing name responsibility subsequent to the initial installation of service (change of responsibility),
- for change of telephone number initiated by customer; and
- any other customer-initiated record change that does not include a change in service unless otherwise specified in 3.1.2.B. following.

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3. Service Charges

3.1 Nonrecurring Charges

3.1.2 Terms and Conditions (Cont'd)

B. Service Charges do not apply to:

- Move or change a customer's telephone service if required or initiated by the Company.
- Install, move, or change telephone service located on a customer's premises but used exclusively by the Company for maintenance or training activities.
- The "from" portion of work involved in a transfer of service from one premises to another.
- Change a customer's mailing address.
- Move a drop for Company initiated maintenance reasons.

C. A Premises Visit Charge applies in addition to the applicable Service Charge when a Company representative must visit the customer's premises in order to establish service or to complete a customer-requested change.

D. A Trouble Isolation Charge (a.k.a. Maintenance of Service Charge) applies when the Company dispatches a technician to investigate a customer-reported trouble and a service difficulty is found to be caused by customer-provided equipment, wire, facilities, communications system or customer actions, and the customer does not have the Company repair the premises wire trouble.

The Trouble Isolation Charge also applies when a customer requests or allows the Company to dispatch a technician to investigate the reported trouble and the customer then does not allow access to the necessary in-home wiring and equipment or is not available to allow access. This charge is waived for customers who have inside wire protection, unless the Company determines through remote testing that no trouble exists, and the customer insists on a dispatch. If no trouble is found, a Trouble Isolation Charge applies whether or not the customer has inside wire protection.

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3. Service Charges

3.1 Nonrecurring Charges

3.1.2 Terms and Conditions (Cont'd)

E. The Trouble Isolation Charge will not apply when:

- Customer is subscribed to an Inside Wire Maintenance Plan before a Company technician is dispatched
- A service difficulty or trouble is found to be in a permanently wired telephone associated with service (i.e., no network interface device)
- The service difficulty or trouble is in Company-maintained equipment or wiring.
- No trouble is found after customer allows the necessary access to in-home wiring and/or equipment.
- Customer authorizes company repair of inside wiring and/or customer-provided equipment

F. Duplicate Bill Charge

In the event a customer requests a reprint of a monthly bill that is greater than six months old, a duplicate bill charge may apply. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's duplicate bill policy applies.

3.1.3 Rates and Charges

Nonrecurring Charge

- | | |
|---|---------|
| • Service Implementation Charge | \$70.00 |
| • Service Order Charge | 50.00 |
| • Trouble Isolation Charge, per occurrence | 95.00 |
| • Duplicate Bill Charge, Per Account, Per Request | 10.00 |

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Competitive Local Exchange Telecommunications Services

4. Construction Charges

4.1 Special Construction

4.1.1 General

- A. Special construction consists of a series of regulations that are designed to protect the Company from undue risk associated with specially constructed facilities and allows the Company to recover costs incurred by the construction of the facilities.
- B. When special construction of facilities is required, the provisions in this Tariff apply in addition to all terms, conditions, and charges set forth in this and any other appropriate service tariff or *Local Terms of Service*. All applicable provisions set forth in this Tariff will be implemented by a written agreement prepared by the Company and signed by the customer.
- C. The terms, conditions, rates and charges applicable for special construction of Company facilities which are used to provide services under this Tariff are as follows.

4.1.2 Conditions Requiring Special Construction

Special construction is required when suitable facilities are not available to meet a customer's order for service and/or a mutually agreed upon facility forecast and one or more of the following conditions exist:

- A. The Company has no other current requirement for the facilities constructed at the customer's request.
- B. The customer requests that service be furnished using a type of facility, or via a route, other than that which the Company would otherwise utilize in furnishing the requested service.
- C. The customer requests or consents to the construction of more facilities than will be utilized as a result of customer actions.
- D. The customer requests construction be expedited resulting in added cost to the Company.
- E. The customer requests that temporary facilities be constructed.

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4. Construction Charges

4.1 Special Construction (Cont'd)

4.1.2. Conditions Requiring Special Construction (Cont'd)

- F. The cost to construct line extension facilities for one or more subscribers exceeds a prudent investment for the Company.
- G. If the customer's actions, e.g., delayed access, result in the Company delaying construction such that the delay results in increased cost of construction e.g., replacing landscaping, boring roadways, etc. the customer is responsible for the additional cost incurred as a result of the delay. Such actions would include expediting construction to provide service which expediting would not have otherwise been needed except for the delay in the start of construction encountered as a result of the customer's actions.
- H. The term "customer" as used in the preceding context also includes those entities, businesses, government agencies or their agents, which request the construction of temporary facilities or create a requirement for the construction of temporary network facilities. The services provided over the temporary facilities may be ordered by and billed to separate end user customers. Examples of such entities or businesses include, but are not limited to, developers, multi-unit property owners, developer agents for homeowner associations, political campaigns, sporting events, concerts, government agencies such as the Federal Emergency Management Agency (FEMA) or the United States Army Corps of Engineers or agents of such agencies or businesses.

4.1.3 Ownership of Facilities

Unless specified elsewhere in this Tariff, the Company retains ownership of all specially constructed facilities even though the customer may be required to pay special construction charges.

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4. Construction Charges

4.1. Special Construction (Cont'd)

4.1.4 Interval to Provide Facilities

- A. Based on available information and the type of service ordered, the Company will establish an objective date for the installation of necessary facilities. The date will be established on an individual case basis and provided to the customer. The Company will make every reasonable effort to assure that the date is met. However, shortage of components, personnel or other factors may lengthen the installation interval.
- B. If the scheduled completion date cannot be met due to circumstances beyond the control of CenturyLink, a new completion date will be established, and the customer will be notified.

4.1.5. Special Construction Involving Interstate and Intrastate Facilities

When special construction involves facilities used to provide both interstate and intrastate services, charges for the portion of the construction used to provide intrastate service shall be in accordance with the Company's intrastate access tariff(s). Charges for the portion of the construction used to provide interstate service shall be in accordance with the Company's Interstate Access Services Tariff.

4.1.6 Charges of Other Companies

Charges for special construction of facilities provided by another company are developed by the other company and may be applied by the Company under this Tariff on the other company's behalf.

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4. Construction Charges

4.1 Special Construction (Cont'd)

4.1.7 Special Construction Charges

Charges are applicable for special construction as follows:

A. Rearrangement and/or Removal Charges

1. When the Company is requested to move, change, rearrange or remove existing plant for which no specific charge is quoted in this Tariff, the person/company at whose request such move or change is made will be required to bear the costs incurred by the Company in complying with the request.
2. Where by statute, ordinance or other legal requirement, existing aerial facilities are required to be relocated underground, the Company will charge the net cost attributable to such relocation to the local exchange subscribers located within the political subdivision or area affected by such statute, ordinance or other legal requirement. This nonrecurring charge (NRC), developed by dividing the total rearrangement and/or removed cost by the total number of subscribers affected by the ordinance, will be billed as a one-time charge via the customer's bill.
3. Engineering costs including any applicable overhead determined by the Company, associated with investigating a request and/or inquiry about the potential need to relocate Company facilities will be billed to the person/company at whose request such investigation is conducted. This provision will apply when investigative activity occurs, and it is determined a relocation of Company facilities may/will not be required.

B. Expedited Order Charge

An expedited order charge applies when a customer requests that construction be completed on an expedited basis and the Company incurs additional costs. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.

C. Supporting Structures on Private Property

These charges include the costs of planning and building supporting structure on private property. Supporting structure includes poles, conduit, trenching, backfilling and associated costs. In cases where the customer or property owner is unable to provide the structure, the Company, at its discretion, will perform the work and bill the customer or property owner.

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4. Construction Charges

4.1. Special Construction

4.1.7 Special Construction Charges (Cont'd)

D. Service Entrance Facilities

Entrance facilities include all cable and wire required to reach the normal network interface. When, at the request of the property owner or customer, a special route, network location, network arrangement or duplicate facility is required, special construction charges will apply. The charge will be equal to the additional cost above that which would have normally been incurred if the special route, location or arrangement was not required.

E. Temporary Facilities

1. Special Construction is considered to be "temporary" if one of the following conditions exist:
 - a. The facilities are constructed to provide service to a customer for less than the minimum service period or less than one month, whichever is longer.
 - b. The facilities are constructed, and it is known in advance that the newly placed plant will be relocated or removed prior to the end of the normal service life of the plant.
 - c. Where a developer, owner or agent, requests or consents to the Company constructing facilities to serve subscribers in a development or multi-unit complex and the Company, subsequent to start of construction, determines that the developer, owner or agent has contracted with another service provider which results in the termination of use of the Company's facilities, or the facilities are stranded or underutilized.
2. If a customer desires to change the service requested from temporary to permanent, such a change will be permitted if the request is made before any initial payment for the temporary service is received by the Company. The customer is liable for any special construction charges for the construction of temporary facilities that cannot be reused or transferred to the permanent facilities.
3. The special construction charges for temporary facilities include all nonrecoverable costs associated with the placement and removal of such facilities.

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Competitive Local Exchange Telecommunications Services

4. Construction Charges

4.1 Special Construction

4.1.7 Special Construction Charges (Cont'd)

F. Excess Capacity Charge

An excess capacity charge applies when the customer requests more facilities be placed than are required to satisfy the customer's actual demand for the service. The charge is based on the estimated cost of the unused or underutilized facilities placed to accommodate the customer's projected demand for the service.

G. Charge for Route or Type Other Than Normal

When the customer requests special construction using a route or type of facilities other than that which the Company would normally use, a monthly recurring charge is applicable. The charge is the difference between the estimated recurring costs of the specially constructed facilities and the estimated recurring costs of the facilities the Company would normally use. The charge will be no greater than the recurring costs of the specially constructed facilities.

H. Lease Charge

A lease charge applies when the Company leases equipment (e.g., portable microwave equipment) in order to provide service to meet the customer's requirements. The amount of the charge is the total added cost to the Company caused by the lease.

I. Excess Costs

When a customer requests service that involves extraordinary conditions or circumstances and the anticipated costs associated with the service provision do not represent a prudent investment for the Company, then a special construction charge is applicable.

J. Payment of Special Construction Charges – Payment of charges applicable for Special Construction will be required prior to the start of any construction related activity.

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4. Construction Charges

4.1 Special Construction

4.1.7 Special Construction Charges (Cont'd)

K. Line Extensions

1. Where telephone facilities are not in place to fulfill an applicant's request for local telephone service, the Company, at its discretion, may extend its facilities to provide the requested service if the costs of the facility extension represent a prudent investment for the Company.
2. Where the costs to extend facilities to accommodate an applicant's request for service do not represent a prudent investment, the applicant may be required to pay a line extension charge equal to all or a portion of the construction charges incurred by the Company to extend the facilities. These charges are in addition to the regularly applicable rates and charges to establish service stated in the Company's tariff, guidebook, price list and/or *Local Terms of Service*.
3. When the applicant is so located that it is necessary to use private right-of-way/easement to furnish service and the Company is unable to obtain the required right-of-way/easement without cost, the applicant may be required to pay the cost incurred in securing, clearing and retaining such right-of-way. the Company will not proceed with a requested line extension if a satisfactory right-of-way/easement is not provided,
4. For the purpose of this section, costs shall include all material, supplies, engineering, labor, supervision, transportation, and rights-of-way/easements for placing all facilities necessary to provide the requested service, including but not limited to channel equipment, feeder, distribution, and drop facilities, electronics, cards, and any applicable overhead, as determined by the Company.
5. Where a line extension charge is applicable, payment will be required prior to the start of any construction related activity.

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Competitive Local Exchange Telecommunications Services

4. Construction Charges

4.2 Extension of Facilities to Serve Residential Developments

4.2.1 Terms and Conditions

- A. The terms and conditions in this section apply for the following developments:
1. Developments for the purpose of constructing single-family detached dwellings or two-family dwellings; multifamily dwellings; or a mix of single-family detached, two-family dwellings and multifamily dwellings.
 2. Developments for mobile home lots that are individually owned. The Company will provide facilities to a post provided by the owner of the mobile home or mobile home park. The post shall meet the specifications of the Company.
 3. RV parks platted for long-term residence. The Company will provide facilities to a post provided by the owner of the RV park. The post shall meet the specifications of the Company.
- B. For the purpose of this section, a dwelling is any building or portion thereof which is designed or used exclusively for residential purposes. A single-family detached dwelling is designed for and occupied by not more than one family. A two-family dwelling contains two attached dwelling units, designed for and occupied by not more than two families (also called a duplex). A multifamily dwelling is a dwelling containing three or more dwelling units, designed for and occupied by an equal number of families.
- C. The following do not fall under the provisions of this section.
- Developments containing less than four single or two-family residential lots. These will be treated according to the terms set forth in the Company's line extension policy in effect at the time.
 - Marinas.
 - Mobile home parks, except as defined in 4.2.1.A.2. preceding.
 - RV parks, except as defined in 4.2.1.A.3. preceding.

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4. Construction Charges

4.2 Extension of Facilities to Serve Residential Developments

4.2.1 Terms and Conditions (Cont'd)

- D. A developer's request to the Company to extend facilities to provide service to a residential development shall include, but is not limited to, the following information: a description of the development; an addressed, recorded plat; trench and backfill requirements; reasonable and necessary or otherwise mutually agreed upon requirements for easements, rights-of-way and other similar rights to access the property that are satisfactory to the Company and provided without cost to the Company.

The terms and conditions associated with serving each residential development may vary as appropriate and may include provisions that are different from or additional to those in this section.

E. Developer/Builders' Responsibilities and Charges

1. When a Developer/Builder requests that the Company construct facilities to serve a residential development, the Developer/Builder will be required to disclose whether or not the Developer/Builder has an arrangement or agreement with another provider to provide communications, facilities and services. If the Developer/Builder has entered into an arrangement or agreement with another provider, the Company is not required to place facilities to and within the development. The Company may agree to place facilities within the development under mutually agreeable terms and conditions.
2. If paragraph 1. preceding does not apply, the following charges and responsibilities shall apply:

- a. The Developer/Builder will provide, without expense to the Company, trench and backfill based on the specifications provided by the Company for the facilities within the development. The Developer/Builder will also provide, as specified by the Company and without expense to the Company, conduit with adequate pull string for the service drop from the serving pedestal or property line to the dwelling. In areas where the Company has trench and backfill agreements with other utilities, the Developer/Builder is responsible for the Company's trench and backfill costs.

b. The Developer/Builder shall provide at no cost to the Company a legally sufficient easement to accommodate the placing and maintenance of the facilities (e.g., distribution cables plus terminal pedestals or like devices and access point cabinet) throughout the development. The surface of the easements shall be brought to final grade prior to the installation of buried or underground facilities.

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4. Construction Charges

4.2 Extension of Facilities to Serve Residential Developments

4.2.1 Terms and Conditions

E. Developer/Builders' Responsibilities and Charges

2. If paragraph 1. preceding does not apply...(Cont'd)

- c. Where the Company deems it necessary or desirable to use private and/or government right-of-way to place facilities to and within the development, such Developer/Builder shall be required to provide or pay the cost of providing such right-of-way in addition to any other applicable charges. The route established shall be determined by the Company.
- d. If in the opinion of the Company, construction to and within the development does not constitute a prudent investment, the Developer/Builder will assume that portion of the construction costs that exceed a prudent financial contribution by the Company. For the purpose of this section, construction costs are defined in Section 4.2.1.F.
- e. The Developer/Builder may request an engineering quote to be performed to establish an estimated construction charge by the Company. For the purpose of this section, the Company will provide an engineering quote of the construction charges to the Developer/Builder for a fee of \$300. All quotes are valid for thirty (30) days from the date they are presented to the Developer/Builder. This fee is non-refundable.
- f. All costs payable by the Developer/Builder shall be paid prior to the start of any construction.

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4. Construction Charges

4.2 Extension of Facilities to Serve Residential Developments

4.2.1 Terms and Conditions (Cont'd)

- F. For the purpose of this section, construction costs shall include all material, supplies, engineering, labor, supervision, transportation, and rights-of-way for placing and removal of all facilities necessary to provide service to and within the development, including but not limited to channel equipment, feeder, distribution, and drop facilities, and any applicable overhead, as determined by the Company.
- G. For the purpose of this section, facilities means feeder facilities and distribution facilities, including but not limited to the communications cable, wire, standard network interfaces, pedestals and terminals necessary to enable end-users to arrange to have communications services to their living unit activated in the future from a standard network interface, as well as any necessary structures including but not limited to communications conduit, sleeveings, and pull strings. Title to all facilities placed by or for the benefit of the Company to provide services to the development shall belong solely to the Company.
- H. The Company will not provide facilities at the request of a Developer/Builder within new developments which meet the conditions listed in this section, absent the execution of a written agreement.
- I. To the extent that the terms and conditions in this section conflict with any terms and conditions of any other section within this Tariff, the terms and conditions set forth in this section and/or a written agreement shall control.

4.2.2 Developer Non-Participation

If a Developer/Builder does not accept the terms and conditions in this section, the Company, at its option, may accept requests for service from individual customers in the subdivision/development area as provided for in the Company's line extension policy in effect at that time.

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4. Construction Charges

4.3 Provision of Facilities to Serve Commercial Developments and Structures

4.3.1 Terms and Conditions

- A. The terms for extending service onto commercial developments and/or commercial structures are detailed below. Where a building or property is mixed residential/commercial, the rules for commercial developments will apply.
- B. When a Developer requests that the Company construct facilities to serve a commercial development, the Developer will be required to disclose whether or not the Developer has an arrangement or agreement with another provider to provide communications, facilities and services. If the Developer has entered into an arrangement or agreement with another provider, the Company is not required to place facilities to and within the development. the Company may agree to place facilities within the development under mutually agreeable terms and conditions.
- C. Where a Developer requests that the Company construct facilities to provide service to a new commercial development/structure, and the financial risk, in the judgment of the Company, does not constitute a prudent investment, the Developer will assume that portion of the construction costs that exceeds a prudent financial contribution by the Company.
- D. The Developer may be the property owner, the owner's agent, contractor, developer, or any legally authorized individual, company, or corporation acting on behalf of the property owner with the authority to bind the property owner.
- E. For the purpose of this section, construction costs shall include all material, supplies, engineering, labor, supervision, transportation, and rights-of-way for placing and removal of all facilities necessary to provide service to and within the development, including but not limited to channel equipment, feeder, distribution, and drop facilities, and any applicable overhead, as determined by the Company.

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4. Construction Charges

4.3 Provision of Facilities to Serve Commercial Developments and Structures

4.3.1 Terms and Conditions (Cont'd)

- F. For the purpose of this section, facilities mean feeder facilities and distribution facilities, including but not limited to the communications cable, wire, standard network interfaces, pedestals and terminals necessary to enable end-users to arrange to have communications services to their unit activated in the future from a standard network interface, as well as any necessary structures including but not limited to communications conduit, sleeveings, and pull strings. Title to all facilities placed by or for the benefit of the Company to provide services to the development shall belong solely to the Company.
- G. All costs payable by the Developer shall be paid prior to the start of any construction.
- H. The terms and conditions associated with the provision of facilities to serve a commercial development/structure will be specified on an individual case basis and agreed to by the Company and the Developer. This will include the requirements of the Developer and the Company with respect to easements, rights-of-way, conduit systems, entrance conduit, trench and backfill, surface grading, facilities demarcation, conduit within commercial structures, intra-building facilities distribution, equipment rooms, electrical, grounding, etc., as the case may be. Specific requirements will be communicated to the property owner and/or Developer as needed prior to the construction of any facilities.
- I. The terms and conditions of each agreement for provision of facilities to serve a commercial development/structure may vary as appropriate and may include provisions that are different from or additional to those in this section.

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Competitive Local Exchange Telecommunications Services

5. Exchange Services

5.1 Exchange Areas

5.1.1 Service Territory

The Company will offer services state-wide within the state of South Carolina, where facilities, billing and technical resources are available. The Company concurs with the exchange areas and maps filed by the ILECs.

Availability of service depends upon availability of company facilities, the existence of a collocation point that serves the Customer area, and/or for resold services the existence of an interconnection agreement with the underlying facilities-based Incumbent local exchange carrier.

5.1.2 Local Calling Areas

The Company's Local Calling Areas shall be identical to the Local Calling Areas of the incumbent local exchange provider unless otherwise specified herein.

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5. Exchange Services

5.2 Classification of Service

The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

5.2.1 Business Classification

Classification of Business rates apply at the following locations, among others:

- In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
- In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
- In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
- In any residence location where there is substantial business use of the service, and the customer has no service at business rates.

5.2.2 Residence Classification

Residence rates apply at the following locations, among others:

- In private residences; in the residential portion of hotels, apartment houses, boardinghouses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business nature are not furnished.
- In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the customer has service charged for at business rates another location.

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5. Exchange Services

5.3 Local Exchange Service

Local exchange services are provided subject to availability of facilities and technical resources. Resold features and services associated with resold Local Exchange Service may be priced according to the rates established for such features in the underlying carrier's effective intrastate and interstate tariffs, unless specified otherwise herein. Such charges may include, but are not limited to interstate and/or intrastate end user charges such as subscriber line charge, access recovery charge, line port charges, etc.)

5.3.1 Flat Rate Basic Line Service

A. Description

Flat Rate Service provides the residence and business customers with an unlimited number of outgoing calls within the specified local calling area of the serving exchange. Foreign exchange service is not available.

Each Flat Rate Service has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	Two-way

Flat Rate Basic Line Service is provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

B. Rates and Charges

In certain circumstances, service to Customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the Customer will be the greater of the Company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the Customer. If the Customer is served through a Number Portability Arrangement, the monthly charge to the Customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability arrangement.

- Per Line, Per Month \$45.00

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5. Exchange Services

5.4 Lifeline Assistance Programs

5.4.1 Federal Lifeline Assistance Program

A. Description

The Federal Lifeline Program assists qualified low-income applicants with reductions in their monthly Local Exchange Service rate. The assistance applies to a single telephone line or broadband service, or a bundle of broadband and single telephone line service at the applicant's principal place of residence.

B. Eligibility Requirements

To receive assistance an applicant must demonstrate an annual household income at or below 135 percent of the federal poverty guidelines, or must demonstrate participation by the applicant, applicant's dependent(s) or a member of applicant's household ^[1] in one of the following programs:

- Federal Public Housing Assistance (FPHA) or Section 8
- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Veterans Pension benefit and Survivors Pension

C. Terms and Conditions

1. An applicant may request Lifeline assistance directly through the on-line consumer portal of the National Lifeline Eligibility Verifier (NLEV), also known as National Verifier. Applicants may also mail a completed paper application, Household Worksheet, and proof of eligibility to the Lifeline Support Center. Applicants may contact the Company to request that paper copies of the application and Household Worksheet be mailed to them or may obtain the required forms from the following website:
<https://www.lifelinesupport.org/lis/nv/default.aspx>.

Customers may also contact USAC at <https://www.usac.org/lifeline/contact-us/> or by telephone at 1-800-234-9476 to request a paper Lifeline application or household worksheet.

^[1] A household is defined, for purposes of administering this program, as any individual or group of individuals who live together at the same address and share income and expenses.

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5. Exchange Services

5.4 Lifeline Assistance Programs

5.4.1 Federal Lifeline Assistance Program

C. Terms and Conditions (Continued)

2. The Federal Lifeline Program credit may be applied to any qualifying residential Local Exchange Service provided by the Company (including Packaged Services).
3. Customers are limited to one credit per household, which may be applied towards a qualifying wireline service, a qualifying broadband service or a qualifying bundled voice and data service package. Customers are not eligible to receive a credit from the Company if they receive a Federal Lifeline Program credit for a service provided by another Eligible Telecommunications Carrier or Lifeline Broadband Provider.
4. The Federal Lifeline Program credit will begin with the first billing date after the Company is notified by applicants who qualify for benefits or when new service is established by a qualifying customer.
5. Applicants must provide proof of eligibility and be deemed eligible for participation before monthly credits begin. Credits will only be issued on a go-forward basis.
6. Nonrecurring charges will not apply when establishing this program on existing service.
7. Partial payments made by Lifeline customers will be applied first towards local service charges.
8. The discount shall be applied first to the subscriber line charge, and then to the monthly service rate for Lifeline eligible services.
9. At no time shall the total Lifeline discount exceed the sum of the subscriber line charge and the monthly service rate, excluding applicable taxes, fees, and other surcharges.
10. All Lifeline recipients will be required to recertify their eligibility every year.

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5. Exchange Services

5.4 Lifeline Assistance Programs

5.4.1 Federal Lifeline Assistance Program

C. Terms and Conditions (Cont'd)

11. Toll and Casual Dialing Restriction (also known as Toll Blocking) is available to Lifeline customers upon request at no charge. No service deposit will be required for applicants who voluntarily elect toll restriction with the initiation of Lifeline service.

Any Lifeline customer who has a past due balance in toll message charges will be automatically restricted from access to toll services until the outstanding balance is paid. The customer will not be charged for the toll restriction placed on the account. The Restoration Charge applies to Lifeline customers whose message toll service has been restricted for nonpayment.

If a Lifeline customer is toll restricted for a second occurrence, the Company may, at its discretion, place the Lifeline customer on a permanent toll restriction. A Lifeline subscriber's request for reconnection or re-establishment of local service will not be denied if the service was previously suspended or disconnected for non-payment of toll charges.

D. Monthly Federal Credit

	<u>Credit Amount</u>
• Qualifying voice-only service	
- Voice-only credit amount as of December 1, 2020	\$5.25
- Voice-only credit amount in eligible Census blocks ^[1] as of December 1, 2021	\$5.25
- Voice-only credit amount in non-eligible Census blocks ^[1] as of December 1, 2021	\$0.00
• Qualifying Broadband or bundled service	\$9.25

^[1] Effective December 1, 2021, the federal lifeline credit for a qualifying voice-only service is available only to customers residing in eligible Census blocks. This mandate is per the public notice which was released on June 1, 2021 (updated on July 29, 2021). In the Third Report and Order, Further Report and Order, and Order on Reconsideration ("Order"), (Docket Nos. 11-42, 09-197, 10-90), released on April 27, 2016 as FCC 16-38 and published in the Federal Register on May 24, 2016 - the FCC ordered the annual release of updated exception Census blocks. These identified Census blocks where ETCs can continue to claim \$5.25 in reimbursement for voice-only Lifeline services offered to eligible subscribers after December 1, 2021 can be found at: https://www.usac.org/wp-content/uploads/lifeline/documents/Data/voice_CB_blocks.zip.

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6. Local Operator Services - NOC

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Competitive Local Exchange Telecommunications Services

7. Promotions

7.1 Special Promotions

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service.

The Company may, from time to time, offer promotional programs for its services which may include waiving or reducing the applicable rates and charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made or other reasonable limitations. The Company may also offer incentives, benefits or gifts to customers to encourage the purchase or retention of any such service or product.

The Company will notify the Commission and ORS by letter specifying the services offered, terms of the promotion, location, and dates in advance of each promotional campaign.

7.2 Trials

The Company may offer, from time to time, limited trials for services which may include the waiving or reducing of all rates and charges for the service that is the subject of the trial and for services that are provided as part of the trial. Trials will be intended to test new potential services or new marketing approaches for services. The location, duration, date and times of a trial may be limited by the Company. The Company may terminate such trials in its reasonable discretion.

The Company will notify the Commission and ORS by letter specifying the services offered, terms of the trial, location, and dates in advance of each trial.